

OMB No. 1124-0006; Expires April 30, 2017

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant McBee Strategic Consulting, LLC, 455 Massachusetts Avenue, NW, 12th Floor, Washington, DC 20001		2. Registration No. 6297
3. Name of Foreign Principal The Embassy of the Slovak Republic in Washington, DC	4. Principal Address of Foreign Principal 3523 International Court, NW, Washington, DC 20008	
5. Indicate whether your foreign principal is one of the following:		
<input checked="" type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association </div> <div> <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____ </div> </div> <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state:		
a) Branch or agency represented by the registrant Main diplomatic mission of The Slovak Republic to the United States.		
b) Name and title of official with whom registrant deals His Excellency Peter Kmec, Ambassador of Slovakia to the United States		
7. If the foreign principal is a foreign political party, state:		
a) Principal address N/A		
b) Name and title of official with whom registrant deals		
c) Principal aim		

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

N/A

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

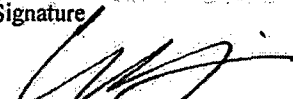
N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
6/13/16	ERIC BORIM, MANAGING DIRECTOR	

OMB No. 1124-0004; Expires April 30, 2017

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant McBee Strategic Consulting, LLC	2. Registration No. 6297
3. Name of Foreign Principal The Embassy of the Slovak Republic in Washington, DC	

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

McBee Strategic Consulting, LLC will provide media and communications strategy to The Embassy of the Slovak Republic in Washington, DC.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

McBee Strategic will assist with media relations, facilitate interviews, organize educational events, develop a digital outreach strategy and provide strategic counsel.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

McBee Strategic Consulting, LLC will facilitate media interviews to increase mutual understanding and to strengthen the U.S. - Slovakia bilateral relationship.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
6/13/16	Eric Bowin, Managing Dir.	

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

by and between

THE EMBASSY OF THE SLOVAK REPUBLIC IN WASHINGTON D.C.

and

McBEE STRATEGIC CONSULTING, LLC

THIS INDEPENDENT CONTRACTOR SERVICES AGREEMENT (this "Agreement") is made by and between The Embassy of the Slovak Republic in Washington D.C. ("The Embassy") and McBee Strategic Consulting, LLC, a Delaware limited liability company ("McBee Strategic"), as of June 2, 2016.

- 1. ENGAGEMENT OF SERVICES.** The Embassy shall engage McBee Strategic to perform certain services on its behalf, as more fully described on *Schedule A* attached hereto.
- 2. COMPENSATION.**
 - a. RETAINER FEE.** The Embassy will pay McBee Strategic a monthly retainer fee (the "*Retainer Fee*") as compensation for services rendered under this Agreement. The Retainer Fee shall be Sixteen Thousand Five Hundred dollars (\$16,500) per month.
 - b. EXPENSES.** The Retainer Fee shall be inclusive of all expenses incurred in the performance of services under this Agreement unless otherwise agreed to by both parties.
 - c. PAYMENT.** The Retainer Fee shall be payable in advance on the first of each month. On the last day of each month, McBee Strategic will assess a late fee equal to one percent (1%) of any unpaid balance outstanding as of such date.
- 3. INDEPENDENT CONTRACTOR RELATIONSHIP.** McBee Strategic's relationship with The Embassy will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, attorney-client or employer-employee relationship. McBee Strategic is not engaged in the practice of law. McBee Strategic is not the agent of The Embassy and is not authorized to make any representation, contract, or commitment on behalf of The Embassy.
- 4. SECURITIES COMPLIANCE.** During the course of its work for The Embassy and/or its other clients, McBee Strategic may be asked to solicit or may receive important information about publicly-traded companies or the markets, industries or regulatory environment in which these companies do business that has not yet been disclosed or been made available to the general public ("*Non-public Information*"). McBee Strategic is firmly committed to complying with all insider-trading laws, and as a result there will be

information that it possesses from time to time that it will not disclose to The Embassy. In particular, it will not disclose to The Embassy any Non-public Information in its possession if the source of the information is under a duty of confidentiality regarding that information or if a duty has otherwise been imposed upon McBee Strategic to keep such information confidential. In addition, McBee Strategic will not disclose to The Embassy any Non-public Information in its possession if, in McBee Strategic's judgment, disclosing that information would or could result in a violation of applicable securities laws.

5. **TERM.** This Agreement shall remain in place from June 2, 2016 until August 2, 2016 or until terminated by either The Embassy or McBee Strategic as provided for in this Agreement. This Agreement shall be renewable upon written consent of both The Embassy and McBee Strategic.
6. **TERMINATION.** Either The Embassy or McBee Strategic may terminate this Agreement at any time and without any breach upon thirty (30) days' prior written notice.
7. **NON-SOLICITATION OF PERSONNEL.** During the Term and for one (1) year following the Term, The Embassy shall not, directly or indirectly, (a) employ, or assist any other individual or entity in employing, any McBee Strategic Personnel, or (b) induce or solicit for employment or engagement, or assist any other individual or entity in inducing or soliciting for employment, any McBee Strategic Personnel. For the purposes of this Agreement, the term "*McBee Strategic Personnel*" refers to any individual who, in each case, is an employee or independent contractor of McBee Strategic at any time during the Term or at any time during the twelve (12) month period following the Term.
8. **GOVERNING LAW AND VENUE.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the conflicts of law principals thereof. The parties agree the exclusive place of jurisdiction for any action, suit, or proceeding arising under or in connection with this Agreement shall be the local or federal courts in Washington, DC.

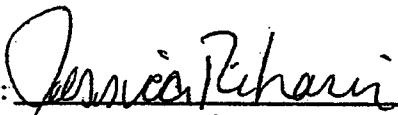
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, The Embassy and McBee Strategic have caused this Independent Contractor Services Agreement to be executed by their duly authorized representatives as of the date first set forth above.

**THE EMBASSY OF THE SLOVAK REPUBLIC IN
WASHINGTON D.C.:**

By: _____
Name: His Excellency Peter Kmec
Title: Ambassador of Slovakia to
the United States
Address: 3523 International Court NW
Washington, DC 20008

MCBEE STRATEGIC CONSULTING, LLC:

By:  _____
Name: Jessica Rihani
Title: Chief Operating Officer
Address: 455 Massachusetts Avenue, NW
12th Floor
Washington, DC 20001

SCHEDULE A
to
INDEPENDENT CONTRACTOR SERVICES AGREEMENT
by and between
THE EMBASSY OF THE SLOVAK REPUBLIC IN WASHINGTON D.C.
and
McBEE STRATEGIC CONSULTING, LLC

All capitalized terms used herein shall be deemed to have the meanings set forth in the Independent Contractor Services Agreement by and between The Embassy of the Slovak Republic in Washington D.C. and McBee Strategic Consulting, LLC, dated as of June 2, 2016. Pursuant to the Agreement, McBee Strategic shall perform the following services for The Embassy:

Media and Communications Strategy

- Assisting the Embassy with media relations
- Facilitating interviews and meeting with U.S. reporters
- Organizing educational events at think tanks in the United States
- Developing a digital outreach strategy
- Providing strategic counsel to key Embassy officials